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104 E. Clark St
Crown Point, Ind

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CONTRACT

THIS AGREEMENT, entered into by and between the CITY OF CROWN POINT, INDIANA, hereinafter referred to as the "City", and K. C. CATLOW BUILDERS, INC., an Indiana corporation, hereinafter referred to as the "Owner",

The Owner is the owner and developer of real property outside the City, approximately three-fourths mile north of the limits of the City. A part of said property, described as follows:

The Northeast Quarter of the Northeast Quarter of Section 32, Township 35 North, Range 8 West of the 2nd P.M., containing 40.288 acres, more or less, all in Ross Township, Lake County, Indiana;

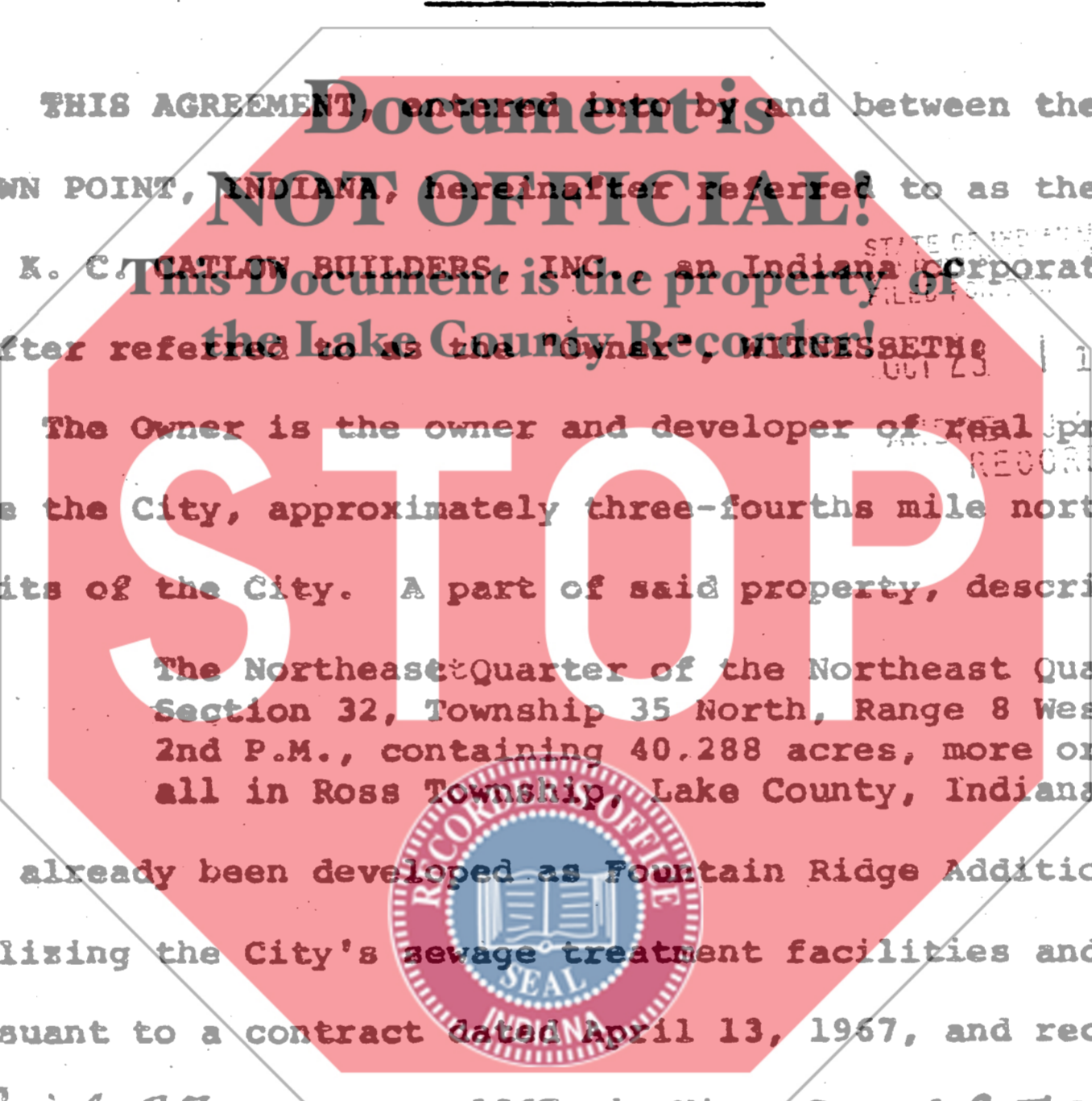
has already been developed as Fountain Ridge Addition, and is utilizing the City's sewage treatment facilities and City water pursuant to a contract dated April 13, 1967, and recorded on

April 27, 1967, in Misc. Record 957, page 523-574, in the Office of the Recorder of Lake County, Indiana.

The Owner has acquired an additional 80 acre tract, also outside the City, immediately south and adjoining Fountain Ridge Addition, which will be developed by the Owner as Fountain Ridge Second Addition and which is described as follows:

The Southeast Quarter of the Northeast Quarter of Section 32, Township 35 North, Range 8 West of the 2nd P.M.; and the Southwest Quarter of the Northwest Quarter except the East 407.12 feet of the South 157 feet and the North 57 feet of the West Half of the Southwest Quarter, except the East 407.12 feet thereof of Section 33, Township 35 North, Range 8 West of the 2nd P.M., all in Lake County, Indiana.

The Owner has submitted a plan to the City Plan Commission for the development of the entire tract, to be known as Fountain Ridge Second Addition, showing the same to be divided into units for residential development plus park areas, a commercial area for shopping, and an area for the construction of apartments,



all according to a drawing by Kendra Engineering Co. dated April 29, 1968. The drawing was accompanied by a letter of intent dated August 28, 1968, a copy of which is attached to this Contract and made a part hereof. Said letter describes the Owner's proposal for the development of said property, which will be in accordance with the provisions of Ordinance No. 685, commonly known as the Zoning Ordinance, and Ordinance No. 665, commonly known as the Subdivision Ordinance, as the same are now or may be amended in the future, and according to other ordinances of the City of Crown Point which govern the installation of sewers and the treatment of sewage, and the installation of water mains and the providing of water, and the development and improvement of property.

The Owner has already installed water mains and sewers in Fountain Ridge Addition which can be extended so as to serve Fountain Ridge Second Addition, and the Owner is desirous of contracting with the City for the development of Fountain Ridge Second Addition with City sewage treatment facilities and City water made available to this area.

The City Plan Commission has examined and approved the plans and the letter of intent for the development of Fountain Ridge Second Addition, and on October 15, 1968, gave final approval for the development of Unit 1, Fountain Ridge Second Addition, for 34 one-family residential lots, subject to the Owner entering into a contract for City sewage treatment and water service. The City is willing to contract with the Owner for the extension of City sewage treatment facilities and water to Fountain Ridge Second Addition, Unit No. 1, at this time, with the understanding that the terms of this contract may be extended to other units of Fountain Ridge Second Addition, as

they are developed and approved by the City.

Both the Owner and the City believe that it is in the public interest that the area being subdivided by the Owner have municipal sewer and water service, and other basic improvements which will make the area a pleasant place to live.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN SET FORTH, IT IS AGREED AS FOLLOWS:

ARTICLE I.

Rights and Duties of Owner

1. Interceptor Sanitary Sewers. On May 28, 1965, Henry J. Wirtz and Frances L. Wirtz, husband and wife, the developers of Wirtz Crown Heights, entered into a contract with the City of Crown Point for the construction of an interceptor sanitary sewer to serve Wirtz Crown Heights and other adjacent land areas, including the area which comprises Fountain Ridge Addition and Fountain Ridge Second Addition. This contract was recorded on July 2, 1965, in Misc. Record 923 at page 104 in the Office of the Recorder of Lake County, Indiana. The Owner has reimbursed Mr. and Mrs. Wirtz for a share of the cost of constructing said interceptor sanitary sewer and has the permission of Mr. and Mrs. Wirtz to connect into and use said interceptor sanitary sewer with the local sewers to be installed in Fountain Ridge Second Addition. The Owner shall proceed within a reasonable time to install, at his own expense, local sanitary sewers of a size and gauge, along a route and at such depth, and according to such specifications as may be prescribed by the City, as shall be needed to service the above described Fountain Ridge Second Addition, which the Owner intends to connect with the Wirtz Crown Heights interceptor. The Owner shall be responsible for obtaining any easements needed and the routes selected shall be

reasonably adapted to the installation and use of the sanitary sewers, and to access to said sanitary sewers for maintenance and repair purposes. As far as possible all of said sanitary sewers and manholes shall be located in dedicated street rights of way. All sanitary sewer installations shall be inspected by the City before the same are back-filled, and the City shall be given at least a 48-hour advance notice of any request for inspection.

2. Water Mains. The Owner has also made an agreement with said Henry J. Wirtz and Frances L. Wirtz, husband and wife, to use their feeder water mains installed under a contract with the City of Crown Point dated May 23, 1965. By connecting to said feeder water mains, the Owner is able to bring water into Fountain Ridge Second Addition from Fountain Ridge Addition which lies to the north. All of said feeder water main installations, and distribution mains, shall be installed by the Owner, at his own expense, and unless otherwise specified herein, shall be of a size and gauge and at such depths and according to specifications as may be prescribed by the City, along a route to be agreed upon by the City and the Owner. The Owner shall be responsible for obtaining any easements needed and the route selected shall be reasonably adapted to the installation and use of the water mains and for access to said water mains for maintenance and repair service. All hydrants and bends shall be properly blocked and shall be inspected under pressure by the City before the same are covered or backfilled, and the City shall be given at least 48 hours advance notice of any request for inspection. All water main installations shall comply with the requirements of the Indiana Rating Bureau and copies of approved plans shall be filed with the City. Fire hydrants shall have two 2½" ports

and one 4" port with national standard threads and with a valve ahead of each hydrant.

3. Inspection and Fees. In order to provide for the cost of inspecting sanitary sewers and water mains, before the same have been backfilled and covered, and inspecting other engineering improvements, the Owner shall pay a deposit to the City, as required by the Subdivision Ordinance, to be drawn against and used for payment of the City Engineer and other professional help needed to make the required inspections. Any balance not expended in connection with inspections shall be returned to the Owner. Any amount needed in addition to said deposit shall be promptly paid by the Owner on demand by the City.

4. Emergency Repairs. During the two year period in which the Owner is under bond for maintenance, the Owner shall be responsible for all emergency repairs made by the City, needed with respect to sanitary sewers and water main installations, caused by the Owner or other contractors assisting in the development of the subdivision, or caused by contractors and builders in connection with the construction of homes and other improvements on the lots in the subdivision. The Owner shall also be responsible to the City during said two (2) year period for the cost of any water lost due to the blowing off of hydrants or damage to water mains.

5. Subdivision Plats. A plat for each unit of subdivision prepared by the Owner in connection with its development of Fountain Ridge Second Addition shall be submitted to the City Plan Commission for consideration and approval at the same time the plat is submitted to the Lake County Plan Commission. Each such unit shall be considered and acted upon by the City Plan Commission as if it were a plat for the subdivision of property

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lying within the limits of the City, and all requirements of the City Zoning Ordinance and Subdivision Ordinance shall be applied in determining whether the plat is acceptable. The Owner shall be required to pay fees and post bonds in accordance with the requirements set forth in the City Zoning and Subdivision Ordinances; and the Plan Commission shall carefully examine such plats as to size of lots, setback lines, widths of streets, and general layout, and as to all sewer, water, drainage, street and other engineering details in order to determine whether the plats meet all requirements for R-1 residential property, in compliance with the City's Zoning Ordinance and Subdivision Ordinance. If the Owner desires business or multiple family zoning, or any zoning other than R-1, the Plan Commission shall submit the plat to the City for consideration, and the City shall be under no obligation to accept zoning other than R-1 residential and may refuse to serve water and sewer to any area which is not designed for R-1 residential usage. Until the Owner has secured approval of the City Plan Commission, by the procedures herein set forth, and has a written agreement by the City to provide water and sewer service for the area subdivided, the Owner shall not record any plat of subdivision for Fountain Ridge Second Addition, or unit thereof, and the City's obligation to furnish water and sewer services shall not commence as to any such subdivision.

6. Dedication of Sewers and Water Mains. All sanitary sewers and water mains installed by the Owner on its property shall, upon completion, and upon written acceptance by the City, become the property of the City forever without any cost to the City, and the Owner shall execute to the City a written dedication of all said sewers and water mains, and easements in which they are placed, and shall relinquish to the City any further



claims which the Owner might have therein.

7. Maintenance and Operation, Bond. Acceptance of all sanitary sewers and water mains by the City shall be conditional and based upon a two-year maintenance period by the Owner, which shall commence with the City's formal written acceptance. At the end of the two-year period, if the accepted improvements for which the bond has been posted are in satisfactory condition, the maintenance bond shall be released by the City. Cash or other acceptable negotiable securities may be posted in lieu of a maintenance bond. After the Owner's maintenance bond has been released, all further maintenance shall be the sole responsibility of the City.

8. Public Park. The Owner shall reserve an area of at least 6½ acres out of the above described Fountain Ridge Second Addition and dedicate said area as a public park. The Owner shall be responsible for the care and maintenance of the dedicated park area until such time as said area has been annexed and made a part of the City of Crown Point.

9. Street Lights. Prior to the recording of any plat for a unit of subdivision of the above described real property, the Owner shall make arrangements with NIPSCO for street lights for the subdivided area; or failing to do this the Owner shall deposit with the City, in escrow, a sum of money, the exact amount to be agreed upon by the parties, sufficient to provide for installing street lights, mercury vapor type, in the said subdivision.

10. Annexation. The Owner and its successors in title, hereby waive and relinquish any right which they may have to re-monstrate against pending or future annexation proceedings initiated by the City, of the areas served by said sanitary sewers and water mains, and any person tapping into or connecting to

any sanitary sewer or water main serviced by the City shall be deemed thereby to waive and relinquish his right to remonstrate against any such annexation proceedings of any area served by said sanitary sewers and water mains.

11. Restrictive Covenants. The Owner shall execute and cause to be recorded and shall keep in effect restrictive covenants as to all of the above described real property, and each subdivision thereof, and each parcel of land in each subdivision thereof, which shall include verbatim all of the matters which are set forth in Exhibit A, attached and made a part hereof by reference. The Owner is not hereby precluded from establishing additional restrictions, governing the use of its said real property, which do not modify, change or in any way limit the operation of the restrictive covenants set forth in Exhibit A.

12. City Not Obligated to Serve Other Areas. It is expressly understood that this contract does not oblige the City to provide sewage treatment service or water to any area other than the real property specifically described on the first page of this Contract. Other areas are not beneficiaries of this Contract and shall not be entitled to water or sewer service by the City, unless the City of its own decision chooses to provide such services. The City shall be free to impose any conditions and exact any terms and agreements it deems necessary for the City's protection, benefit and welfare from any area other than the real property described on Page 1 of this agreement as a condition precedent to providing such water and sewer service.

13. Tap-In Procedure. All taps or connections made into a sanitary sewer or water main installed by the Owner shall be made only upon written permission of the City of Crown Point, according to City Ordinances, and upon payment of any tap-in fees.

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levied by the City. Any tap or connection made into a sanitary sewer or water main shall be inspected by the City Engineer before the same is backfilled or covered and any tap or connection made without written permit and inspection of the City shall be considered illegal and may be abated by the City.



14. Adoption by Reference. This Contract relates to the entire area encompassed by Fountain Ridge Second Addition, but constitutes an agreement by the City to provide water and sewer service only for Unit No. 1 of said Fountain Ridge Second Addition. As the Owner proceeds with the subdivision of further units in Fountain Ridge Second Addition, it shall be necessary for him to secure further written agreement with the City for water and sewer service for such other units within Fountain Ridge Second Addition. In order to facilitate the subsequent agreements for water and sewer service for these new units, as further plats of subdivision are developed and submitted for approval by the Owner, the City and the Owner may adopt this Contract by reference and extend the same to any such new units of subdivision by written agreement, which shall contain any modifications or additional agreements of the parties which relate specifically to the new units of subdivision.

ARTICLE II.

Rights and Duties of the City

1. Commencement of Service. As soon as the interceptor sanitary sewers and feeder water mains have been constructed by the Owner and accepted by the City, and the Owner has complied with other terms of this contract, the City shall commence service by accepting sewage for treatment and by supplying water through said facilities. The City shall continue to provide water and accept sewage pursuant to the terms of this contract

so long as it is lawful for the City to do so.

2. Rates and Charges. The City shall have power to establish just and equitable rates and charges for providing water and accepting and treating sewage, pursuant to the terms of this contract, all according to the statutes of the State of Indiana and subject to the regulations of the Public Service Commission and other public authorities as to water service. The City shall be entitled to install meters and other devices for measuring its services and do whatever may reasonably be necessary to insure that its rates and charges are fairly levied and collected from the Owner of each and every lot, parcel of property and building connected with said sewers and water mains, and from all persons using said sanitary sewers and water mains.

3. Resolutions, Rules and Ordinances. The City shall have the right to establish just and reasonable rules and regulations governing the use of sewer and water services, and the services which are to be provided by the City, and shall enact any resolutions or ordinances which the City believes to be necessary or desirable to carry out the terms and the provisions of this contract. In the event approval of this contract is needed by any public authority, the Owner shall be responsible for securing approval and the City shall cooperate with the Owner in every reasonable way to assist in securing approval.

4. Severability. In the event any provision of this contract is held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of this contract.

5. Definition of Owner. The Owner, as referred to herein, shall include K. C. CATLOW BUILDERS, INC., an Indiana corporation, its successors and assigns.

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6. Action by City. Throughout this contract where some action or approval is required by the City, the appropriate governmental unit shall be the Board of Public Works & Safety, unless some other body is specifically named herein, or is designated by statute to act in behalf of the city.

7. Copies. This agreement may be executed in a number of copies, all of which may be executed and delivered as originals, but they shall constitute one and the same agreement.

8. Construction and Survival. This agreement shall be governed by and construed in accordance with the laws of the State of Indiana and extend to and bind the parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties affix their signatures and seals at Crown Point, Indiana, this 26th day of August, 1970.

K. C. CATLOW BUILDERS, INC.

BY: [Signature]
K. C. Catlow, President

ATTEST:

[Signature]
DORA CATLOW Secretary

CITY OF CROWN POINT, INDIANA

BY: [Signature] RICHARD C. COLLINS
[Signature] JOHN R. SURBILLO
[Signature] DWANE C. CORDER
Its Board of Public Works & Safety
DUANE E. GARDEN

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me appeared K. C. Catlow, President of K. C. Catlow Builders, Inc. and Helen Catlow, Secretary, and acknowledged the execution of this agreement this 26th day of August, 1970.

My Commission Expires:
July 13, 1973

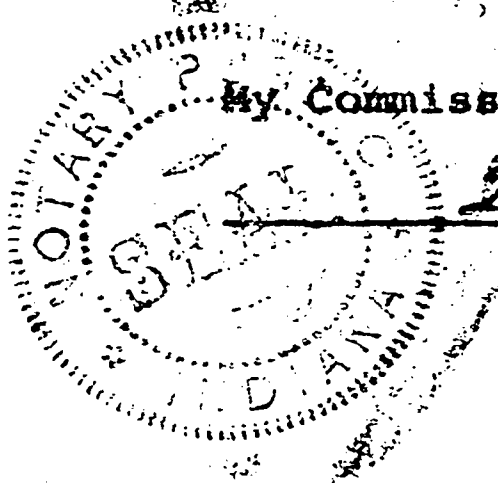
Doris Argentine
DORIS ARGENTINE Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, appeared Richard Collins, Dwain Cook and John Laskin, members of the Board of Public Works and Safety of the City of Crown Point, Indiana, and acknowledged the execution of this Agreement on behalf of the City this 26th day of October, 1970.

My Commission Expires:
2-23-74

Kenneth Hanford
KENNETH HANFORD Notary Public



"EXHIBIT A"

RESTRICTIONS FOR FOUNTAIN RIDGE SECOND ADDITION

K. C. CATLOW BUILDERS, INC. is the Owner of the following described real property which it is in the process of subdividing into lots and blocks which property is more particularly described as follows: **Document is NOT OFFICIAL. This Document is the property of the Lake County Recorder!**

The Southeast Quarter of the Northeast Quarter of Section 32, Township 35 North, Range 8 West of the 2nd P.M.; and the Southwest Quarter of the Northwest Quarter except the East 407.12 feet of the South 157 feet and the North 57 feet of the West Half of the Southwest Quarter, except the East 407.12 feet thereof of Section 33, Township 35 North, Range 8 West of the 2nd P.M., all in Lake County, Indiana.

The above and foregoing contract by and between K. C. Catlow Builders, Inc. as Owner, and the City of Crown Point, Indiana, hereinafter called the City, has been executed for the purpose of making the City's sanitary sewers and sewage treatment plant facilities and the City's water available to service the above described real property. Said K. C. Catlow Builders, Inc. hereby declares and establishes the following restrictions pursuant to said contract and in compliance therewith for the above described real property as it now exists and as it may be when subdivided into lots and blocks, and said restrictions shall remain in full force and effect for the benefit of and binding upon all subsequent owners, occupants and users of said real property, and any lot or parcel or part thereof, as well as the successors and assigns of the undersigned K. C. Catlow Builders, Inc. from and after this date.

1. There shall be no private sanitary sewage disposal or treatment established or used on any lot or parcel, and all sewage disposal and treatment shall be through sewers owned by the City and all sewage treatment shall be provided by the City unless this restriction is excused by the City.

2. There shall be no private water supply established or used on any lot or parcel, and all water shall be drawn from the public supply made available by the City unless this restriction is excused in writing by the City.

3. Sewer service shall not be provided to any lot or parcel, or to any person who does not also accept as a sole source or supply, the City's water service, unless this restriction is excused in writing by the City of Crown Point.

4. Storm water from all lots or parcels shall be disposed of through regularly established storm water drains, and shall not in any way be connected to or permitted to enter any sanitary sewer owned by the City or connected to the City for treatment.

5. The City shall establish just and reasonable rates and charges for sewer and water services which shall be binding upon all users thereof and the City shall be entitled to install meters and other measuring devices, and enter upon all lots and parcels, and buildings constructed thereon, for the purpose of reading the same, and collect water and sewer charges levied; and the City may do such other things as become reasonably necessary in order to make its water and sewage service effective and to collect its rates and charges for the same.

6. The City is authorized to establish just and reasonable rules and regulations governing the use of sewer and water services which shall be binding upon all owners, occupants and users of water and sewer service in the City's sewer and water facilities.

7. In addition to any and all other remedies available to the City, at law or in equity, the City shall be entitled to enforce its rules and regulations and collect its rates and charges by denying water or sewer service, or both, to any lot or parcel

of the herein described real property; and any owner thereof, or other obligated person, where there is a failure of refusal to pay for said services or a violation of any rules or regulations established by the City.

8. Connection into the City's water mains and the City's sanitary sewers shall not be made by any owner, occupant, or other person without first obtaining written permission from the City to do so and paying the City its established fee for tap-in or connection, and securing City inspection before covering or backfilling.

9. The owners, occupants and other users of water and sewer services, or either, provided by the City, shall have no vested right in said services by reason of said contract executed by K. C. Catlow Builders, Inc. as Owner, and the City, and as part of the consideration for the purchase of any lot or parcel of the herein described real property, said owners, occupants and other users waive any cause, claim or right of action whatsoever against the City for injury or damage arising out of a failure to provide water or sewer service.

10. The present and all future owners and occupants of the above described real property or any lot, parcel or part thereof are deemed to waive and relinquish any right which they may have to remonstrate against pending or future annexation proceedings initiated by the City for the purpose of annexing the above described real property, or any lot, parcel or part thereof, to the City of Crown Point.

11. The improvement of all lots, parcels and parts of said real property shall be strictly in accordance with R-1 Residential requirements of the City of Crown Point's Zoning Ordinance and Subdivision Ordinance.

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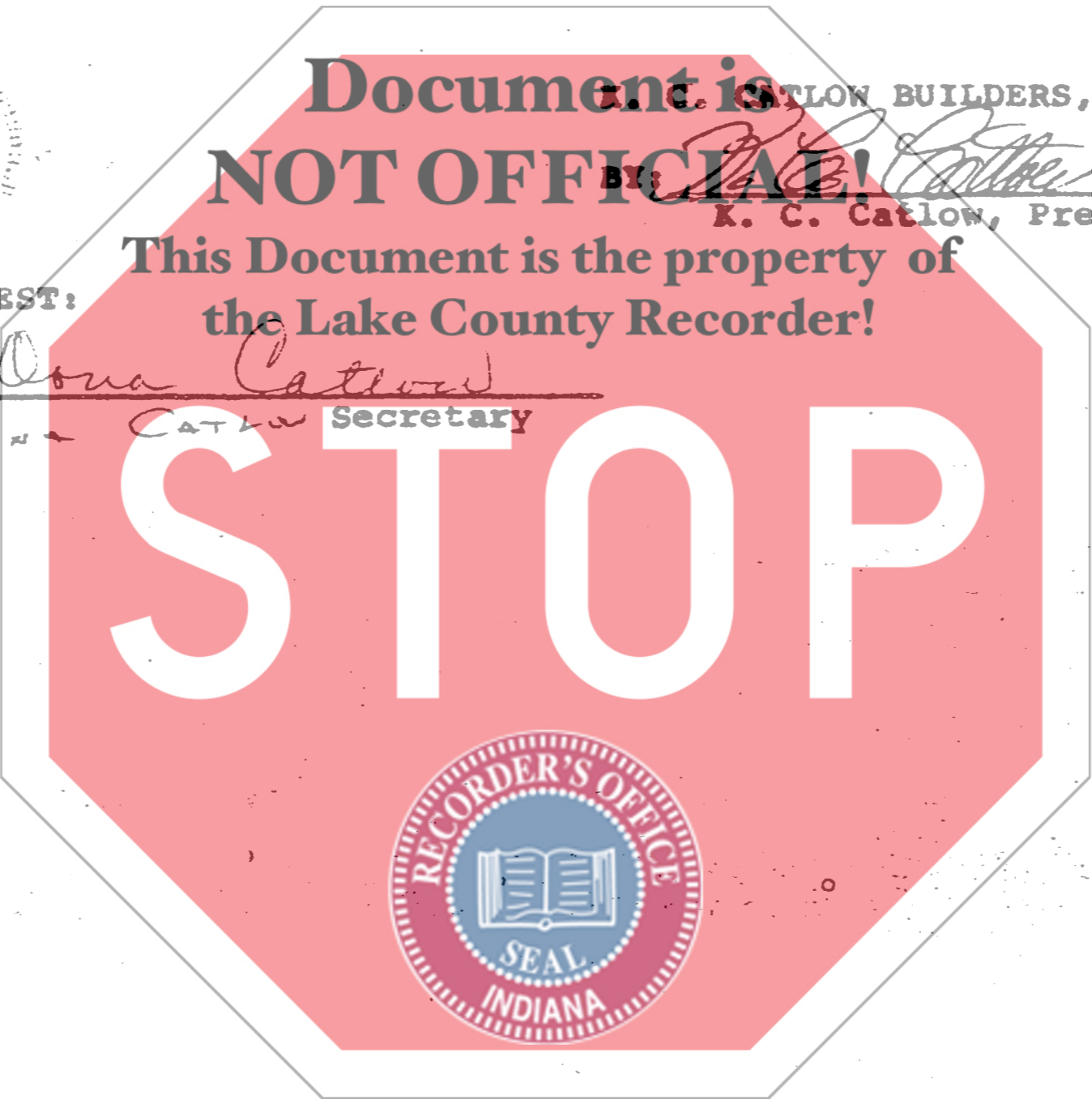
DATED this 26th day of August, 1970.



Document is NOT OFFICIAL!
KATLOW BUILDERS, INC.
BY [Signature]
K. C. Catlow, President

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the Lake County Recorder!

ATTEST:
[Signature]
Dona Catlow Secretary



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K. C. CATLOW BUILDERS, INC.

BY: K. C. Catlow
K. C. Catlow, President



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STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me appeared K. C. Catlow, President of K. C. Catlow Builders, Inc. and Dona Catlow, Secretary, and acknowledged the execution of this agreement this 8th day of October, 1970.

My Commission Expires:
July 13, 1973



Doris Argentine
Doris Argentine
Notary Public

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, A Notary Public, appeared Richard Collins, Dwaine Corbin and John Sorbello, members of the Board of Public Works and Safety of the City of Crown Point, Indiana, and acknowledged the execution of this Agreement on behalf of the City this 26th day of October, 1970.

My Commission Expires:
2-23-74



Kenneth Haniford
Notary Public
KENNETH HANIFORD

PREPARED by JOHN SORBELLO